

Certificate of Notice Page 1 of 3
 United States Bankruptcy Court
 Eastern District of Pennsylvania

In re:
 Thomas S. Schwear
 Debtor

Case No. 16-13717-sr
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: John
 Form ID: pdf900

Page 1 of 1
 Total Noticed: 7

Date Rcvd: May 31, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 02, 2017.

db +Thomas S. Schwear, 129 Ashley Drive, Ephrata, PA 17522-2627
 13733008 +Ditech Financial LLC, c/o Matteo S. Weiner, Esquire, 701 Market Street, Suite 5000,
 Phila., PA 19106-1541
 13735486 +Ditech Financial LLC, fka Green Tree Servicing LLC, c/o MARY F. KENNEDY,
 1310 Industrial Blvd. Ste. 101, Southhampton, PA 18966-4030

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg E-mail/Text: bankruptcy@phila.gov Jun 01 2017 01:19:16 City of Philadelphia,
 City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,
 Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVBICNOTICE1@state.pa.us Jun 01 2017 01:18:49
 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,
 Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Jun 01 2017 01:19:13 U.S. Attorney Office,
 c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

13812294 E-mail/Text: bankruptcy.bnc@ditech.com Jun 01 2017 01:18:45
 Ditech Financial LLC fka Green Tree Servicing LLC, P.O. Box 6154,
 Rapid City, South Dakota 57709-6154

TOTAL: 4

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 02, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 31, 2017 at the address(es) listed below:

DENISE ELIZABETH CARLON on behalf of Creditor Ditech Financial LLC bkgroup@kmlawgroup.com
 FREDERICK L. REIGLE ecfmail@fredreiglechl3.com, ecf_frpa@trusteel3.com
 MARY F. KENNEDY on behalf of Creditor Ditech Financial LLC f/k/a Green Tree Servicing LLC
 mary@javardianlaw.com, tami@javardianlaw.com
 MATTEO SAMUEL WEINER on behalf of Creditor Ditech Financial LLC bkgroup@kmlawgroup.com
 MICHAEL D. HESS on behalf of Debtor Thomas S. Schwear amburke7@yahoo.com
 POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
 ecf_frpa@trusteel3.com
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Thomas S. Schwear	<u>Debtor</u>	CHAPTER 13
Ditech Financial LLC	<u>Movant</u>	
vs.		NO. 16-13717 SR
Thomas S. Schwear	<u>Debtor</u>	
Frederick L. Reigle	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$5,139.88**, which breaks down as follows;

Post-Petition Payments:	August 2016 through May 2017 at \$513.99/month
Suspense Balance:	\$0.02
Total Post-Petition Arrears	\$5,139.88

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$5,139.88**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$5,139.88** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due June 1, 2017 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$513.99 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

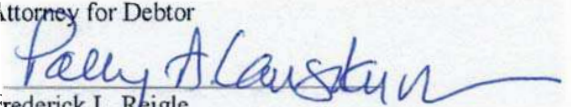
Date: May 3, 2017

By: /s/ Matteo S. Weiner, Esquire
Matteo S. Weiner, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322; FAX (215) 627-7734

Date: _____


Michael D. Hess
Attorney for Debtor

Date: 5/11/17


Frederick L. Reigle
Chapter 13 Trustee

Approved by the Court this 30th day of May, 2017. However, the court retains discretion regarding entry of any further order.


Bankruptcy Judge
Stephen Raslavich